

EXHIBIT A

1 Michael D. Mortenson, State Bar No. 247758
mmortenson@mortensontaggart.com
2 Craig A. Taggart, State Bar No. 239168
ctaggart@mortensontaggart.com
3 MORTENSON TAGGART LLP
300 Spectrum Center Dr., Suite 1100
4 Irvine, CA 92618
Telephone: (949) 774-2224
5 Facsimile: (949) 774-2545

6 Attorneys for Defendant
FORD MOTOR COMPANY
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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10

11 FRANCISCO CHAVEZ

12 Plaintiff,

13 vs.

14 FORD MOTOR COMPANY, a
15 Delaware Corporation; and DOES 1
16 through 10, inclusive,

17 Defendants.
18

Case No. 5:18-cv-02215-MCS-KK
Hon. Mark C. Scarsi

**DEFENDANT FORD MOTOR
COMPANY'S OFFER OF
JUDGMENT PURSUANT TO FED.
R. CIV. P. 68**

Complaint Filed: August 12, 2020

TO PLAINTIFF AND HIS COUNSEL OF RECORD:

Defendant Ford Motor Company (“Ford”) hereby offers to allow entry of judgment pursuant to Rule 68 of the Federal Rules of Civil Procedure as follows:

1. Ford will pay to Francisco Chavez (“Plaintiff”) the sum of \$36,999.19 less any remaining loan balance on Plaintiff’s 2016 Ford Explorer, VIN 1FM5K8GT5GGB62928. Ford will pay this amount, to Plaintiffs and Plaintiff’s counsel of record, within 30 days from acceptance of this Offer. Ford will pay any loan balance on the vehicle directly to the lienholder within seven (7) days after Plaintiff’s surrender of the vehicle to Ford or its designee, as described in Paragraph 3.

2. As part of this Offer, Ford agrees that:

a. The judgment may include an award of attorney fees recoverable pursuant to California Code of Civil Procedure Section 1794(d) in the amount of \$2,500.00; or

b. Alternatively, Ford offers to permit judgment to be entered solely upon the terms of paragraph 1, and Plaintiff shall retain the right to petition the Court for an award of reasonably and actually incurred attorney fees and costs recoverable pursuant to California Code of Civil Procedure Section 1794(d). In ruling on Plaintiff’s fee/cost motion(s), the attorney fees, expenses and costs shall be calculated as if Plaintiff was found to have prevailed in this action under section 1794(d) of the California Code of Civil Procedure as of the date of this offer of judgment. Ford expressly reserves all defenses to Plaintiff’s fee/costs motion(s). Plaintiff may recover for attorney fees and costs reasonably and actually incurred in bringing such a fee/cost motion(s). Ford will pay the attorney fees and cost amounts determined by the Court within 30 days’ written notice of entry of the Court’s ruling awarding these amounts.

3. Plaintiffs will surrender the vehicle to Ford on a date, time and place mutually agreeable no later than 30 calendar days after the parties’ counsel have

1 accepted this Offer. Plaintiff will surrender the vehicle with clear title, free and
2 clear of all liens and encumbrances, other than the lender of record, to Ford or its
3 designee. Plaintiffs will also execute whatever documents are necessary to
4 effectuate the transfer of the vehicle to Ford.

5 4. Ford will waive all claims it may have for costs and fees in this
6 action.

7 5. Plaintiff will file a Stipulation of Dismissal, with prejudice as to all
8 claims and causes of action, when the Plaintiff's attorney fees discussed in
9 paragraph 2 have been resolved and within 14 days after Ford tenders the final
10 amounts due to Plaintiff and Plaintiff's counsel. Plaintiff is not required to execute
11 any separate release of claims.

12 6. This Offer is inclusive of all damages, restitution, costs, attorney fees,
13 expenses, penalties, pre-judgment interest, post-judgment interest, and any other
14 sums or amounts or claims that have been asserted by Plaintiff in this action. If
15 this Offer is accepted, Plaintiff shall not be entitled, except as specified in
16 paragraphs 1 and 2, to seek damages, costs, attorney fees, expenses, penalties,
17 prejudgment interest, post-judgment interest, or any other sums or amounts or
18 claims in this action.

19 7. Pursuant to Federal Rules of Civil Procedure Rule 68, this Offer can
20 be accepted by signing a statement that the offer is accepted. Set forth below is a
21 statement indicating acceptance of this Offer that may be signed by counsel for
22 Plaintiff. If this offer is not accepted and notice given by Plaintiff within the 14-
23 day time period provided by Rule 68 of the Federal Rules of Civil Procedure, then
24 I shall be deemed withdrawn.

25 **PLEASE TAKE NOTICE** that, pursuant to Federal Rules of Civil
26 Procedure Rule 68, if this Offer is not accepted and Plaintiff fails to obtain a more
27 favorable judgment, Plaintiff shall not recover post-offer costs, including attorney
28 fees from the date of this Offer, and shall be required to pay Ford's costs from the

1 time of the offer. Further, the Court, in its discretion, may require Plaintiff to pay
2 a reasonable sum to cover Ford's post-offer costs of the services of Ford's expert
3 witnesses, who are not regular employees of any party, actually incurred and
4 reasonably necessary in either, or both, the preparation or trial of this case by Ford.

5
6 DATED: May 5, 2021

MORTENSON TAGGART LLP

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8 By: 

9 Michael D. Mortenson
10 Craig A. Taggart
11 Attorneys for Defendant
12 FORD MOTOR COMPANY

13 We hereby accept the above offer on the terms stated on behalf of Plaintiff.

14 DATED: July 9, 2021

KNIGHT LAW GROUP, LLP

15
16 By: 

17 Steve Mikhov
18 Amy Morse
19 Attorneys for Plaintiff
20 FRANCISCO CHAVEZ
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PROOF OF SERVICE
(Code of Civil Procedure §1013a)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 10250 Constellation Blvd, Suite 2500, Los Angeles, CA 90067.

I served the foregoing document described as:

**DEFENDANT FORD MOTOR COMPANY'S OFFER OF JUDGMENT
PURSUANT TO FED.R. CIV. P. 68**

Said document was served on the interested parties in this action, by placing true copies thereof enclosed in sealed envelopes, with postage prepaid, addressed as follows:

Michael D. Mortenson, Esq.
Craig Taggart, Esq.
MORTENSON TAGGART LLP
300 Spectrum Center Drive,
Suite 1100
Irvine, California 92618
Email: service@mortensontaggart.com
**Counsel for Defendant,
FORD MOTOR COMPANY**

XX BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 9, 2021 at Los Angeles, California.


VERA CORNELIO